

DOCUMENT#: **202300459**  
Recorded 02-13-2023 at 9:53 AM

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Carol Givens, Register of Deeds  
DODGE COUNTY NE  
Pages: 15 Fee: \$94.00

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81 West 5<sup>th</sup> Street  
Fremont, NE 68025

**SECOND CORRECTIVE SECOND AMENDED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR DEERFIELD SUBDIVISION**

**THIS CORRECTS THE CORRECTIVE AND THE SECOND AMENDED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR DEERFIELD SUBDIVISION FILED AT INSTRUMENTS #202300279  
AND #202300385**

THIS SECOND AMENDED DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS ("Second Amended Declaration") is made  
effective on this 29th day of January, 2023, by Deerfield Homeowners Association,  
Inc., A Nebraska Non-Profit Corporation.

RECITALS

A. Deerfield Homeowners Association, Inc., is the successor in interest of  
Christensen Limited Partnership, touching and concerning the following described  
real estate:

A parcel of land located all that part in the Northeast Quarter of Section 25,  
Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, more  
particularly described as follows: Lots 1-19, Block 1, Lots 1-19, Block 2, Lots 1-19,  
Block 3, Lots 1-7, Block 4, Deerfield Subdivision, Lot 1, Block 2, Replat of Lots 4 and  
5, Block 2, Deerfield Subdivision, Lots 12R and 13R, Block 3, Deerfield Subdivision  
Replat 2, a Replat of Lots 12 and 13, Block 3, Deerfield Subdivision, City of Fremont,  
Dodge County, Nebraska. and, Lots 1-2 Deerfield 2nd Subdivision; and, Lots 1-2,  
being a Replat of Lot 1, Deerfield 2nd Subdivision; and, Lots 1-20, Block 1, Lots 1-11,  
Block 2, Lots 1-9, Block 3, Lots 1-17, Block 4, Lots 1-7, Block 5, Deerfield Third  
Addition; and Lot 16R2, AND 17R2, Block 1, Second Replat of Lots 16, 17 and 18,  
Block 1, Deerfield Third Addition, an Addition to the City of Fremont, Dodge County,  
Nebraska. Lots 13R, 14R, 15R, Block 4, Deerfield Third Addition, Replat of Lots 13-  
17, Block 4, Lot 2R, 3R, 4R, 5R, Replat of Lots 2-7, Block 5, Deerfield 3rd Addition,  
Lots 1R2 and Lot 2R2, Second Replat of Part of Block 5, Deerfield 3rd Addition, all  
located in the City of Fremont, as platted and recorded in Dodge County, Nebraska.  
and, Out Lots 1, 2 and 3, Deerfield Four, being platted as part of Tax Lot 70 in the  
Northeast Quarter of Section 25, Township 17, Range 8, East of the 6th P.M., Dodge  
County, Nebraska. and Part of Tax Lot 70 located in the Northeast Quarter, of Section  
25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, being  
described as follows: Beginning at the Southeast corner of said NE1/4; thence  
N00°11'15"E (assumed bearing) on the East line of said NE1/4, a distance of 1304.11  
feet; thence N89°47'13"W, a distance of 37.65 feet to the Southeast corner of Lot 9,  
Block 3 Deerfield Third Addition as platted in the City of Fremont; thence Westerly  
and Southerly on the Easterly line of said Deerfield Third Addition the following 15  
courses: N89°47'13"W, 150.07 feet; S00°07'45"W, 31.49 feet; N89°50'10"W, 166.44  
feet; S06°33'58"W, 128.77 feet; S14°08'02"W, 220.14 feet; S55°15'55"E, 54.78 feet;  
S15°49'06"W, 122.60 feet; S22°37'24"W, 122.68 feet; S34°17'39"W, 122.40 feet;

N83°19'53"W, 81.97 feet; N44°40'10"W, 127.97 feet; N28°44'44"W, 66.67 feet; S45°15'41"W, 128.33 feet; N44°41'08"W, 35.04 feet; S45°21'06"W, 54.94 feet to the Northeast corner of Lot 5R, Replat of Lots 2-7, Block 5, Deerfield Third Addition; thence continuing S45°21'06"W on the Easterly line of said Lot 5R, a distance of 149.52 feet to the Southeast corner of said Lot 5R; thence S45°21'06"W on the Southwesterly extension of said Easterly line, a distance of 33.00 feet to the centerline of Old Highway 8; thence S44°40'19"E on said centerline, a distance of 404.89 feet to a point of curvature; thence Southeasterly continuing on said centerline, on a 1909.87 foot radius curve to the left, an arc distance of 318.76 feet to the South line of said NE1/4, the chord of said curve bears S49°27'12"E, a distance of 318.39 feet; thence S89°55'33"E on said South line, a distance of 484.58 feet to the point of beginning.

B. On January 29, 2023, a special meeting of the Board of Directors of Deerfield Homeowners Association, Inc., was held. Notice of the meeting and Agenda were mailed at least 15 days in advance to each Member. A quorum was present. Pursuant to Article VIII, § 3, of the Bylaws of the Deerfield Homeowners Association, Inc., sixty-seven percent (67%) of the Owners of interest in the properties of the above-described real estate voted to amend, modify, or remove the covenants, conditions, and restrictions of the Covenants for Deerfield Subdivision recorded at Book 236, Page 971, and of the First Amended Covenants for Deerfield Subdivision recorded at Book 2002, Page 1694, in the office of the Register of Deeds in and for Dodge County, Nebraska, as set forth in this Second Amended Declaration of Covenants, Conditions, and Restrictions for Deerfield Subdivision.

C. By virtue of recording this Second Amended Declaration, the properties of the above-described real estate shall be owned, held, transferred, sold, conveyed, developed, used, occupied, operated, improved and mortgaged or otherwise encumbered subject to the provisions of this Second Amended Declaration and every grantee of any interest in the properties or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every owner of the properties or any portion thereof, whether or not such deed or otherwise conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Second Amended Declaration and shall be deemed to have consented to the terms hereof.

D. This Second Amended Declaration and all of its provisions shall be and are covenants to run with the above-described real estate and shall be binding on the present owners of the properties or any portion thereof and all successors, heirs, devisees, assigns, and subsequent owners together with their successors, heirs, devisees and assigns.

E. All covenants, conditions, and restrictions not otherwise changed by this Second Amended Declaration of Covenants, Conditions, and Restrictions for Deerfield Subdivision remain in full force and effect.

NOW, THEREFORE, Declarant, as President of the Deerfield Homeowners Association, Inc., with the vote of sixty-seven percent (67%) of the owners of interest in the properties of the above-described real estate, does hereby impose the following covenants, conditions, and restrictions on the properties, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the owners of the properties or any portion thereof within Deerfield Subdivision, and their respective heirs, legal representatives, successors and assigns, and any mortgagees.

## ARTICLE I DEFINITIONS

1.1 “Articles” shall mean and refer to the Articles of Incorporation of the Association, as they may from time to time be amended or restated, which shall be filed with the Nebraska Secretary of State.

1.2 “Assessments” shall mean and refer to all regular assessments, special assessments, reimbursement assessments, and capital improve assessments.

1.3 “Association” shall mean and refer to Deerfield Homeowners Association, Inc. its successors and assigns.

1.4 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

1.5 “Bylaws” shall mean and refer to the Bylaws of the Association, as they may from time to time be amended or restated.

1.6 “Common Area” shall mean and refer to all real property for the common use and enjoyment of the Members of the Association owned by the Association in fee or against which an easement has been imposed or another instrument has been recorded in favor of the Association.

1.7 “Improvements” shall mean and refer to all land preparation and excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, floating docks, boat slips, screening walls and barriers, accessory structures, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, poles, flags, signs, water retention and detention areas, fountains, water features, recreational facilities, and all other structures and landscaping improvements of every type and kind.

1.8 “Lessee” shall mean and refer to any person having a leasehold interest, license, or occupancy right to any Lot or a portion thereof.

1.9 “Lot” shall mean and refer to any plot of land shown upon any recorded Subdivision within the Properties with the exception of the Common Area.

1.10 “Member” shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

1.11 “Mortgagee” shall mean and refer to the holder of any instrument recorded or filed in the office of the Register of Deeds in and for Dodge County, Nebraska encumbering a Lot or any portion thereof as security for the performance of an obligation given in good faith and for valuable consideration, including, without limitation, a deed of trust.

1.12 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the properties, including one who is buying a Lot under a recorded contract, but excluding Mortgagees and others who hold title merely as security. Owner shall not include Lessees of any Lots.

1.13 “Properties” shall mean and refer to the certain real property above-described and such additions thereto as may be brought within the jurisdiction of the Association in the future which shall include other residential developments located within the above-described real estate, including, without limitation, any apartment complex, condominium, townhouse, or duplex developments.

## ARTICLE II ESTABLISHMENT AND PURPOSE

2.1 Establishment of Restrictions. Declarant hereby declares that the Properties shall hereafter be held, transferred, sold, leased, conveyed, and occupied subject to the restrictions herein set forth, each and all of which is and are for, and shall inure to, the benefit of and pass with each and every portion of the Properties and shall apply to and bind the heirs, assignees, and successors in interest of any Owner thereof.

2.2 Purpose of Restrictions. The purpose of these covenants is to promote proper development and use of the Properties, to protect the Owners of each Lot against improper development and use of any Lot, to prevent the erection on the Properties of structures built to improper design or materials, to encourage the erection of attractive improvements, to prevent haphazard and inharmonious improvements, to enhance and protect the value, desirability and attractiveness of all the Properties, and in general to provide for high quality improvements on the Properties in accordance with a uniform plan of development.

### ARTICLE III THE ASSOCIATION

3.1 Duty of the Association. The Association shall be charged with the duties and vested with the powers set forth in the Articles, Bylaws, and this Declaration.

3.2 Board of Directors. The affairs of the Association shall be conducted by the Board of Directors as may be elected or appointed in accordance with the Articles and Bylaws as may from time to time be amended or restated. Except as otherwise provided herein or in the Articles or Bylaws, all acts of the Association shall be made by a majority of the Board of Directors. The Board of Directors may appoint various committees to serve at their pleasure and discretion.

3.3 Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Nebraska, subject only to such limitations on the exercise of such powers as set forth in the Articles, Bylaws, and this Declaration. The Association shall have the power to do any lawful acts that may be authorized, required, or permitted to be done by the Association under this Declaration, Articles and Bylaws. The Association shall have the power to hire professionals to advise and assist with all matters relating to this Declaration, Articles, Bylaws, Rules and Regulations, and Development Guidelines.

3.4 Rules and Regulations. The Association shall have the authority to adopt, amend and repeal Rules and Regulations touching and concerning the Properties to promote the safe and courteous use of the Properties and Common Areas for the general welfare of the Members and their guests, invitees, and licensees. Any such adoption, amendment, or repeal of the Rules and Regulations must be agreed to by a majority vote of the Members made in accordance with Section 4.2 below. Such Rules and Regulations shall be binding upon each Member and subject to enforcement by the Board of Directors of the Association. The acceptance of a deed to a Lot within the above-described real estate shall constitute conclusive acceptance of the terms and provisions of such Rules and Regulations.

3.5 Disclaimer of Liability. No director of the Board, nor any committee member of the Board, nor any member of the Architectural Committee, nor any officer or employee of the Association, shall be personally liable to any Owner, or to any Lessee, or other person, including the Association, for damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by such person, acted in good faith without willful or intentional misconduct.

3.6 Articles and Bylaws. Neither the Articles nor the Bylaws shall be amended or interpreted in a manner that is inconsistent with this Declaration.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

4.1 Membership. Each Owner of a Lot which is subject to this Declaration shall have one membership for each Lot owned. An Owner shall, upon becoming the record Owner of a Lot, automatically become a Member of the Association and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership shall automatically cease. Such membership shall be appurtenant to and pass with the ownership of each Lot. The membership shall not be transferred, pledged or alienated in any way, except as appurtenant to a transfer of ownership of a Lot.

4.2 Voting. Each Owner shall have one vote for each membership owned as provided in Section 4.1 above. Each vote must be cast as a single unit. If an Owner consists of more than one person, then all persons constituting an Owner of such Lot shall, simultaneously with or immediately after their acquisition of such Lot, deliver to the Association a written instrument appointing one person as the agent for all persons constituting the Owner of such Lot, which agent shall thereupon receive notices of Assessment and other notices, demands, cast votes hereunder, and take any and all actions required or permitted to be taken by an Owner under the terms of this Declaration. An Owner may change its designed agent by written notice to the Association as set forth above, which change shall be effective only upon actual receipt of such notice by the Association. No change in the ownership of a Lot shall be effective for voting purposes until the Board receives written notice of such change together with satisfactory evidence thereof. An Owner may assign all of its voting rights attributable to a particular Lot to a Proxy in writing, which shall be effective upon actual receipt of such writing by the Association. If more than one person casts or attempts to cast a vote for a particular Lot, all such votes shall be deemed void.

ARTICLE V  
ARCHITECTURAL COMMITTEE

5.1 Committee Composition. An Architectural Committee shall be organized by the Board of Directors and shall consist of three persons.

5.2 Alternates. There shall also be two alternate members to be designated by the Board of Directors to act as a substitute for any Committee member in the event of his or her unavailability, disability, or conflict of interest.

5.3 Appointment and Term. The Committee members and alternates shall be appointed by a majority vote of the Board of Directors and shall serve for two years. Members or alternates whose terms have expired may be reappointed. A member or alternate shall not be required to satisfy any particular qualifications for membership and may be a member of the Board of Directors or a person who is not a Member or Owner or otherwise affiliated with the Association.

5.4 Resignations and Vacancies. Any resignation or vacancy on the Committee shall be filled by a majority vote of the Board of Directors. Any member or alternate to replace a member or alternate to fill a resignation or vacancy shall serve such member or alternate's unexpired term.

5.5 Powers. The Architectural Committee shall have all of the powers and authority conferred upon it by this Declaration and the Articles and Bylaws. The Architectural Committee shall have the right to hire and retain services of engineers or other professionals as they deem necessary to perform the duties of the Committee.

It shall be the duty of the Committee to perform the functions required of it by this Declaration; to consider and act upon all applications and the plans, specifications, and other documents submitted to it pursuant to the terms hereof; to adopt Development Guidelines; and to perform all other duties delegated to and imposed upon it by this Declaration.

5.6 Meetings. The Architectural Committee shall meet as often as it, in its sole discretion, shall deem necessary to properly perform its duties hereunder. The vote or written consent of two members or designated alternates shall constitute an act by the Committee. The Committee shall keep written records of all actions taken by it.

5.7 Development Guidelines. In addition to the covenants, conditions, and restrictions set forth in this Declaration, the Committee shall, from time to time, and in its sole discretion, draft, propose, adopt and amend certain standards and regulations to be known as Development Guidelines. Such Development Guidelines, and any amendments thereto, shall supplement, interpret and implement the provisions hereof by setting forth (a) the standards and procedures for Committee review, and (b) guidelines for Improvements.

5.8 Application for Owner Improvements. No Improvement shall be constructed, erected, placed, expanded, added to, or maintained by any Owner, including, without limitation, alterations or other work which alters the exterior appearance of any Lot, until plans and specifications and other documentation as may be required by the Committee or the Development Guidelines for said Improvements, which may include, without limitation, exterior elevations, drainage and water retention plans, materials, colors, landscaping, irrigation plans, exterior lighting, and any other information needed to accurately describe the Improvement, have been submitted to and approved by the Committee ("Application").

5.9 Basis for Approval. The Committee shall have the right to disapprove an Application for Owner Improvements if any part of it is:

- (a) not in compliance with any and all laws, rules, regulations, or ordinances applicable to the Properties which have been promulgated by any local, state, federal, or other governmental agency or authority;
- (b) not in compliance with this Declaration or the Development Guidelines;
- (c) incomplete;
- (d) deemed by the Committee to be contrary to the best interests of the Association or the other Members; or
- (e) incompatible with the architectural style, quality or aesthetics of existing Improvements or development plans for proposed Improvements.

5.10 Variances. The Committee is authorized and empowered to grant variances for Improvements that are otherwise prohibited or regulated by this Declaration and further grant reasonable requests for relief from the provisions of this Declaration, in order to overcome practical difficulties and to prevent unnecessary hardship in the application of the provisions contained herein. No variance granted pursuant to the authority granted herein shall constitute a waiver of any provision of this Declaration as applied to any other Owner or Member, and the grant of a variance shall not obligate the Committee to grant other variances.

5.11 Time for Approval. The Committee shall approve or disapprove each Application within thirty (30) days from the receipt thereof. If the Committee fails either to approve or disapprove the Application within the thirty (30) day period, then the Application shall be irrevocably deemed approved. The Committee shall retain for its records a copy of the Application with the approval or disapproval endorsed thereon and return to the submitting person a copy of the same within the thirty (30) day period.

5.12 Completion of Owner Improvements. All construction, refinishing, alteration, or excavation of any Owner Improvements under this Article shall be undertaken and pursued diligently to completion but in any event shall be completed within two years after the date of approval by the Committee. However, the time for completion shall be extended for any period such completion is rendered impossible or would result in great hardship beyond the control of the Owner.

5.13 Disclaimer of Liability. The Association, the Board of Directors, the Architectural Committee, and their agents, officers, and employees, shall not be liable in any way for any damage, loss or prejudice suffered or claimed to be suffered by an Owner or any other person or entity who submits an Application. Any Owner, Member, person or entity who submits an Application shall forever defend, indemnify and hold harmless the Association, the Board of Directors, the Architectural Committee, and their agents, officers, and employees from all damage, loss or liability, including attorneys' fees, suffered or claimed to be suffered by any third party on account of (a) any defects in any plans, drawings, specifications or other documentation submitted in an Application, or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such plans, drawings, specifications, or other documentation, (b) the approval or disapproval of any Application, whether or not defective, (c) the construction or performance of any work, whether or not pursuant to an approved Application, or (d) the development of any Lot.

5.14 No Representations or Warranties. In no event shall an approval by the Committee of any Application, or any written or oral statements made by the Association, the Board of Directors, the Architectural Committee, and their agents, officers, and employees, be deemed to constitute in any way any representation or warranties of any kind, express or implied, including implied fitness for a particular purpose, with regard to the Application and any plans, drawings, specifications, or other documentation constituting a part of the Application, including, without limitation, representations or warranties regarding compliance with zoning, subdivision and land use laws, or compliance with any other applicable code, regulation, or law promulgated by any local, state, federal, or other governmental agency or authority.

## ARTICLE VI ASSESSMENTS

6.1 Personal Obligation for Assessments. Each Owner, by acceptance of a deed to a Lot, whether or not expressed in such deed, is deemed to covenant and agree to pay the Association the Assessments which the Board is authorized to levy pursuant to the provisions of this Declaration. All Assessments, which shall include all late charges, interest, costs and reasonable attorneys' fees due with respect thereto, shall be a charge on the land and shall be secured by a continuing lien upon the Lot against which each Assessment is levied. Each Assessment, including interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due and owing. The personal obligation for delinquent Assessment shall not pass to the Owner's successors in title, unless expressly assumed by them. If there are more than one Owners of a Lot, the personal obligation to pay such Assessment respecting such Lot shall be both joint and several.

6.2 Purpose of Assessments. The Assessments shall be used to enhance, maintain, and protect the desirability, attractiveness and safety of Deerfield; for the improvement and maintenance of the Common Areas; to reimburse the Association for the costs incurred in bringing an Owner into compliance with this Declaration, Articles, Bylaws, Rules and Regulations, and/or Development Guidelines; and for the common good and benefit of Deerfield, the Association and its Members, as determined by the Board.

6.3 Budgets and Financial Statements of the Association. The following financial information shall be regularly prepared and distributed by the Board to all Members of the Association:

(a) Within sixty (60) days after the end of each fiscal year of the Association, the Board shall prepare, or cause to be prepared, and distribute to all Members of the Association an operating budget for the next fiscal year setting forth the estimated revenues and expenses for said fiscal year and the total cash reserves of the Association currently available for expenditures.

(b) After the close of the Association's fiscal year, the Board shall prepare and distribute to each Member a balance sheet and statement of actual expenses and income for the preceding fiscal year.

6.4 Accounts. The Association may establish and maintain a reserve account into which the Board shall deposit all funds collected as reserves for contingencies and the repair and replacement of the Common Area. The Association shall also maintain one or more operating accounts into which the Board shall deposit all other funds paid to the Association as Assessments or otherwise received by the Association as provided in this Declaration. All funds shall be held in trust by the Association for the use and benefit of its Members.

6.5 Maximum Annual Assessment. Unless the written consent of Owners of a sixty percent (60%) majority in interest of the Lots is obtained by the Association, the maximum annual assessment shall not exceed the sum of two hundred and fifty dollars (\$250.00) per Lot for the year 2022. However, the maximum annual assessment for each year after 2022 may be increased by a majority vote of the Board of Directors to not more than ten percent (10%) above the maximum annual assessment for the previous year. The maximum annual assessment for each year may be increased by more than ten percent (10%) above the previous maximum annual assessment by a vote of sixty percent (60%) of the Owners of the Lots.

6.6 Time and Manner of Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The annual assessment period will begin on January 1st of each year and assessments bills will be mailed to the Members in January of each year with a due date of March 1st and a past due date of April 1st of each year. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by a Director of the Association setting forth whether the assessment on a specified Lot has been paid.

6.7 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting called for this purpose. Such consent shall be obtained prior to the incurring of any such cost. Special



Assessments shall be due and owing thirty (30) days from the date that the Association mails special assessment bills.

6.8 Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate and levied based upon the annual budget, needs, and expenditures of the Association, as determined by the Board.

6.9 Effect of Nonpayment of Assessments. All assessments not paid within thirty (30) days after the due date shall be deemed delinquent, shall bear interest from the due date at the maximum rate allowed by law, and shall cause the entire unpaid portion of said assessment for said year to be deemed delinquent. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property through proceedings in any court in Dodge County, Nebraska, having jurisdiction of suits for the enforcement of such liens. No Owner may waive or otherwise offset liability for the assessments provided for herein by non-use or abandonment of a Lot or Common Area.

6.10 Subordination of the Lien to Mortgages The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon any property subject to assessment. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

6.11 Exempt Property All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Nebraska will be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE VII USE RESTRICTIONS

7.1 Protection and Maintenance of Deerfield Lake. The Owners of Lots immediately adjacent to Deerfield Lake ("Waterfront") are responsible for maintaining the portion of lake frontage in a reasonable and prudent manner. The Owners of Waterfront Lots will protect the Lake from damage by preventing debris, including grass clippings and ice melting chemicals from going into the Lake. The Association shall be responsible for chemical treatment of the water, additional water, and stocking the water with fish.

7.2 Use of Motorized Watercraft. All Owners and their motorized watercraft using Deerfield Lake and other Common Areas must comply with the Association's Rules and Regulations as may be amended from time to time. All motorized watercraft operating on the lake must comply with applicable laws, regulations and ordinances. All watercraft used on the lake or within any Common Areas must be owned and operated by Owners of the Lots. There will be no unauthorized use of the lake or Common Areas by non-Owners at any time. Only Owners adjacent to Deerfield Lake may use motorized watercraft on Deerfield Lake. Only motorized watercraft with an electric engine is permitted for use in Deerfield Lake. Motorized watercraft with gas engines, even unfilled and not in use, are prohibited. All motorized watercraft are subject to approval by the Board of Directors.

7.3 Use of Nonmotorized Watercraft. All Owners may use nonmotorized watercraft in Deerfield Lake. Nonmotorized watercraft must be removed from Deerfield Lake daily at sunset.

7.4 Unauthorized Use of Deerfield Lake. Motorized watercraft that are not owned or leased by the Owners of a Lot within the Properties shall not be permitted in the Deerfield Lake or within any Common Areas. In order to preserve the health of the lake and eliminate the threat of Zebra Mussels and other invasive species, the following conditions must be adhered to: (a) a motorized watercraft launched in the spring must stay in the lake until fall, and (b) if an Owner desires to remove his or her motorized watercraft during that time, they will not be permitted to launch their motorized watercraft or any other watercraft in the lake until the beginning of the next boating season, without approval from the Board. Removal of any motorized watercraft for service or repair, provided that the watercraft has been thoroughly cleaned by an authorized dealer, shall not be subject to the preceding conditions.

7.5 Lake Access. Owners with Lots not immediately adjacent to Deerfield Lake, shall have access to Deerfield Lake by the public beach, public fishing dock, and the west shoreline of Deerfield Lake. No motorized or nonmotorized watercraft, floaties, lawn chairs, tents, or other personal property shall be left overnight in the Common Areas.

7.6 Waterfront Easements. Owners with Lots immediately adjacent to Deerfield Lake ("Waterfront") are granted a revocable easement to install seawalls, docks, and boatlifts into the Common Area of Deerfield Lake. No dock or boatlift may extend more than thirty-five (35') feet into the water beyond the shoreline, unless a written variance is granted by the Association. Docks and boatlifts shall not be placed within five (5') feet of a Lot line, unless the adjoining Owner has a shared dock or boatlift or unless written approval from the adjoining Owner is provided to the Association. Notwithstanding the foregoing, should any Waterfront Lot have less than fifty (50') feet of shoreline, the Owner of said Lot may place their dock or boatlift on the boundary line of the Lot. Owners of non-Waterfront Lots are permitted to install a dock or boatlift only upon written approval from the Board in a location selected by the Board. The Owner of any seawall, dock, or boatlift shall assume all liability for the installation, maintenance, replacement, and insurance for such seawall, dock or boatlift.

7.7 Refuse. No unused building materials, junk or rubbish shall be left exposed on any Lot with the exception of Lots under construction. But even than building materials shall be stored in as neat and inconspicuous a manner as possible and rubbish contained in a dumpster with the general contractor being responsible for keeping all rubbish picked up. No incinerators or trash burner shall be permitted on any Lot. No garbage or trashcan or container shall be permitted unless completely screened from view, except for pick up purpose. No garden, lawn or maintenance equipment of any kind whatsoever shall be stored or permitted to remain outside of any dwelling or suitable storage facility, except when in actual use. No garbage, refuse, rubbish or cuttings shall be deposited on any street, road or Lot.

7.8 Signs. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot except one sign per Lot consisting of not more than six square feet (6') advertising a Lot as "For Sale", nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner or Owners of any Lot within the Association or any resident thereof. Limited business activities operated out of an Owner's home will be permitted but require authorization from the Board of Directors. Businesses requiring employees on the premises will not be allowed. Provided, however, this paragraph shall not apply to the business activities and/or signs or the construction or maintenance of buildings, if any building contractors and real estate companies during the construction and sale of residences and Lots.

7.9 Vegetation. Each Lot must be seeded or sown in grass or garden or flowers planted in areas and locations not improved by buildings or paving or other

structure, patios or play areas. Owners who purchase an adjoining Lot with no current plans to develop it must abide by the planting requirements within six (6) months of the adjacent home completion. A minimum of one (1) tree and five (5) shrubs shall be planted on each Lot, including three (3) shrubs placed in the front yard of each Lot. Flower areas are permitted instead of shrubs. Each Lot Owner is responsible for controlling the growth and spread of noxious weeds on his or her Lot including the strip area next to and behind any fence. In the event a Member fails to control such growth the, the Association may cause the weeds to be controlled through mowing or spraying, in which event the charges incurred therefore shall be added to and become part of the Lot Owner's annual assessment. Nonpayment of such assessment will result in filing of a lien against the property and be subject to such other enforcement and collection as described further herein.

7.10 Fences and Storage Sheds. Before starting construction of any fence and/or storage shed, a request to erect same must be made in writing to the Architectural Committee. Such application or request must include specifications and a drawing to show where the fence and/or storage shed will be located on the property. It is recommended that a surveyor be employed to determine actual property lines. Any fence and/or storage shed which is ultimately determined to have been constructed over a property line must be removed if so demanded by the adjacent Owner or by the Association. No claim of title by adverse possession shall lie as to any fence and/or storage shed built over the actual Lot line regardless of the number of years that might have passed before either the Association or adjacent Owner might discover or complain of such improperly placed fence and/or storage shed.

7.10.1 All applications or requests for construction of a fence must state the type of fence and the height of the fence proposed to be erected. Fences shall be constructed of good quality materials consistent with and harmonious with the existing structures and fences located on surrounding properties. Acceptable materials for fences include chain link, split rail and board on board. Other materials will be considered by the Architectural Committee. No fence shall exceed a height of six (6) feet.

7.10.2 Fencing shall not go forward beyond the back corner of the house (back corners may vary depending on house design) except for split rail fencing which may be placed in front or on the side of the house for landscaping purposed only.

7.10.3 All applications to construct and erect a storage shed must state the type of shed, the dimensions thereof and a drawing the front, side and layout shall be included. Such shed shall be constructed of good quality materials consistent with and harmonious with the existing structures on surrounding properties. Exterior color must match the color of the home on the Lot. Lake Lot storage sheds shall not obstruct the view of the lake of neighboring homes. The size of the shed shall not exceed ten foot (10) by twelve foot (12).

7.11 Animals & Agriculture. Agricultural uses, including animal husbandry, commercial breeding businesses or feed lots shall be prohibited. No animal, livestock, poultry or fowl shall be maintained on or in any Lot, except for reasonable numbers of generally recognized domestic pets, provided that the same do not make an unreasonable amount of noise or create a nuisance. Owners shall adhere to and obey the Ordinances of Fremont, Nebraska, as may be amended from time to time, in respect to animals.

7.12 Vehicle Repairs. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of twenty-four (24) hours shall be permitted on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot or on any road within the Properties.

7.13 Boats, Trailers, Machinery, and Equipment. No boat, camper trailer, auto draw or mounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of the Lot (other than in an enclosed structure) for more than 48 consecutive hours. No motor vehicle may be parked or stored outside on any Lot or street within the Properties, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi-tractor trailers shall be stored, parked, kept or maintained on any Lots, driveways or streets within the Properties. However, this section shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings within the Properties during their period of construction. All residential Lots shall provide at least the minimum number of off-street parking areas or spaces for private passenger vehicles required by the applicable zoning ordinances of the City of Fremont, Nebraska.

7.14 Clotheslines. Clotheslines are prohibited on all Lots.

7.15 Swimming Pools. No swimming pools shall be permitted on any non-lake Lot which exceeds more than one foot (1') above ground level or otherwise is not in compliance with Fremont City Ordinances as may be amended from time to time.

7.16 Exterior Lighting. Exterior lighting installed on any Lot shall be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots and is subject to the approval of the Board of Directors.

7.17 Basketball Hoops. Basketball backboards and hoops, located on poles adjacent to driveways on the Lot shall be permitted. Basketball hoops shall be permitted in backyards.

7.18 Driveways. Driveway approaches between the sidewalk and curb on each Lot shall be constructed of concrete. Shall repair or replacement of such approach be necessary, the repair or replacement shall also be of concrete. No asphalt overlay of such driveway approaches will be permitted.

7.19 Mailboxes. Individual mailboxes shall be permitted on residential Lots. The Association shall provide one specified mailbox to each Lot Owner to maintain uniformity and consistency. Mailboxes provided will be manufactured by Mail Master Plus, Model #5452 in stone gray color. All mailboxes requiring replacement shall be replaced by the Owner and must conform to the above specification, unless and until such mailbox is no longer available, at which time a suitable replacement will be named by the Board.

7.20 Sidewalks. Lot owners who purchase an adjoining Lot must install a sidewalk within six (6) months of adjacent home completion regardless of their future development plans unless construction of the adjoining Lot is currently underway.

7.21 Other Structures. No structures such as trailers, tents, mobile units, doublewides, basement houses, garages, barns, campers, motor homes, mobile homes or unfinished buildings shall be erected or placed on Lots for the purpose of temporary or permanent quarters.

7.22 Nuisances. No Owner shall create a nuisance or use any Lot for any activity or purpose which is considered by the Board, in its sole and absolute discretion, to be objectionable due to sound, odor, visual effect or physical impact, and which in the opinion of the Board will disturb or tend to disturb other Owners, or which is deemed by the Board to constitute a Nuisance.

7.23 Permitted Use. All Lots platted and part of the Association, shall be used exclusively for single family residential dwellings and purposes, except for those Lots or parts thereof as may hereafter be conveyed or dedicated to the Association or their

successors or assigns, for use as a church, school, park or other nonprofit use. Only one residence shall be constructed on each Lot and single-family dwellings only shall be permitted.

7.24 Garages. Each dwelling shall also have an attached private garage not less than nineteen (19) feet in size.

7.25 Permitted Colors. Exterior colors of all dwellings must be approved by the Association and must be muted colors to blend with the natural environment.

7.26 Setback Restrictions. No residence shall be located nearer than five feet (5') to any Lot line, nor closer than twenty-five feet (25') from the street Lot line, nor closer than thirty feet (30') to the lakeshore.

## ARTICLE VIII ENFORCEMENT

8.1 Failure to Maintain Improvements and Lots. Upon a failure of any Owner to maintain and repair Improvement or Lot, or to perform any other obligations under this Declaration, Articles, Bylaws, Rules and Regulations, or Development Guidelines, the Board shall notify the respective Owner in writing of such defect. If such defect is not cured by the Owner within thirty (30) days from the date such notice is given to the Owner, the Board, or its designed agents, shall have the right to enter upon the Lot for the purpose of maintain, restoring or repairing said Improvement or Lot. The cost incurred by the Board in restoring, maintaining or repairing said Improvement or Lot together with a charge for overhead of the Board and the Association in an amount equal to twenty-five percent (25%) of such costs, shall be paid by such Owner as a special assessment.

8.2 Towing. If any boat, camper trailer, auto-drawn or amounted trailer of any kind, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of the Lot, other than in an enclosed structure, for more than forty-eight (48) consecutive hours in violation of Article VII, Sections 12 and 13, the Board must notify the Owner in writing that such violation is occurring. If such violation continues to occur within 24-hours after the date upon which the Board gives notice to the Owner, or if the Owner violates this provision two (2) or more times in any consecutive two (2) month period, the Board, or its designed agents, shall have the right to (a) have such property towed at the Owner's expense and/or (b) assess a reasonable fine against the Owner for each day such violation continues to occur after notice is given. All such amounts shall be paid by the Owner to the Board, and shall be paid as a special assessment.

8.3 Other Restricted Uses. The Board or its designed agents shall have the right, upon violation or breach of any other covenant set forth herein, if such violation or breach continues for a period of thirty (30) days after written notice thereof is given to the Owner, enter upon the Lot where such violation exists, summarily remove, at the expense of the Owner, who shall pay all such expenses within five (5) days after demand, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions of this Declaration.

8.4 Suspend Voting. In addition to the other remedies set forth, the Board shall have the right to suspend a Member's right to vote under Article IV of this Declaration, the Articles, and Bylaws, if such Member is in violation of any covenants set forth herein, until the Member's violation is resolved to the Board's satisfaction.

8.5 Additional Remedies. In addition to the rights and remedies set forth above, in the event of any breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants, conditions, and restrictions contained in this Declaration by an Owner or Member, and such breach, default, non-compliance,

violation or failure is not cured within thirty (30) days after written notice describing the breach, default, non-compliance, violation or failure, the Association, or any other Owner, may enforce any of the following rights or remedies available at law or in equity, whether or not set forth specifically in this Declaration. All rights and remedies set forth in this Declaration or available at law or in equity shall be cumulative and not mutually exclusive.

8.6 Damages. The Association or any other Owner may bring a suit for damages arising from or with respect to any such breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants, conditions, and restrictions contained in this Declaration.

8.7 Declaratory Relief. The Association or any other Owner may bring a suit for declaratory relief to determine the enforceability of any of the provisions of this Declaration.

8.8 Injunctive Relief. The Association or any other Owner may bring an action in equity or otherwise for any injunctive relief to enjoin the continuance of any present or to prevent any future breach, default, non-compliance, violation or failure to perform or satisfy any of the covenants, conditions, and restrictions contained in this Declaration.

8.9 Fines. Only the Association may assess fines based on a schedule of fines adopted from time to time by the Board for various types of violations that may arise under this Declaration, the Articles, the Bylaws, the Rules and Regulations, or the Development Guidelines, provided that the Board shall assess a fine that is reasonable and appropriate under the circumstances and provided further that the assessment of a fine shall be in addition to all other rights and remedies available.

8.10 Attorneys' Fees. In any legal or equitable proceeding to determine the rights of the parties and/or enforce or restrain a violation of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or the Development Guidelines, the losing party or parties, as determined by the court, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties.

8.11 No Waiver. No delay or failure on the part of the Board or any other Owner to invoke any available right or remedy in respect to a violation of this Declaration, the Articles, the Bylaws, the Rules and Regulations, or the Development Guidelines, shall be deemed a waiver by that party (or an estoppel of that party to assert) any right available upon the recurrence or continuance of said violation or the occurrence of a different violation.

8.12 No Liability Regarding Enforcement. The Board, nor any member thereof, the Architectural Committee, nor any member thereof, nor their agents, successors, heirs, and assigns, shall be liable to any Owner of any real property subject to this Declaration by reason of any mistake in judgment, negligence, action or inaction in regard to the enforcement or failure to enforce the provisions of this Declaration or any part hereof. Each Owner agrees that it will not bring any action to recover any such damages or to seek equitable relief.

8.13 Lien Rights. Any claim for reimbursement, including interest, and all costs and expenses including reasonable attorneys' fees awarded to the Board of any Owner in enforcing any payment in any suit or proceeding shall be assessed against violating Owner in favor of the prevailing party and shall constitute a lien against the Lot of the violating Owner until paid, effective upon the recording of a notice of lien in the Office of the County Recorder of Dodge County, Nebraska. Such lien shall be subject and subordinate to (a) liens for taxes and other public charges which by applicable law are expressly made superior, and (b) all liens recorded prior to the date of recordation of such lien. All liens recorded subsequent to the recordation of the

notice of lien described herein shall be junior and subordinate to the lien described in such notice. Upon timely curing by the violating Owner of the violation for which the notice of lien was recorded, the party recording the same shall record an appropriate release of such notice of lien.

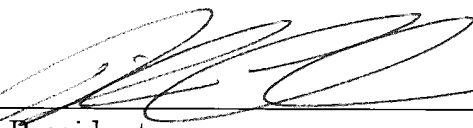
8.14 No Termination for Breach. No breach shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the covenants, conditions, and restrictions herein shall be binding upon and effective against any Owner of any Lot covered whose title is acquired by foreclosure, trustee's sale, or otherwise.

8.15 Severability. Invalidation of any one or more of these covenants, conditions, or restrictions by Judgment of Court Order, shall in no way affect other provisions hereof which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Second Amended Declaration the day and year first above written.

DECLARANT:

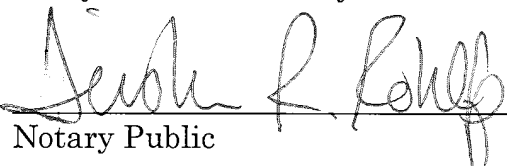
DEERFIELD HOMEOWNERS ASSOCIATION, INC.,  
A Nebraska Non-Profit Corporation,

By:   
Its: President

STATE OF NEBRASKA            )  
COUNTY OF DODGE            )

Before me, the undersigned Notary Public, appeared Richard Chappel, President of Deerfield Homeowners Association, Inc., a Nebraska Non-Profit Corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof on behalf of said corporation.

WITNESS my hand and Notary Seal this 6th day of February, 2023.

  
Notary Public

